

Hog  
Island

On Week Payroll  
Sundays

Shin Express June 11, 63

1 Motion by L. Amato that the record  
pay be paid starting Aug 10, 1963  
Sept 10, 63 Oct 10, 63 to be paid  
in summary order. The 1st 1/3  
of the ~~month~~ will be paid by Aug 10, 63  
2 1/3 - 248 - Oct 3, 63 full payment.

2 Helper:

To drawing job when open and  
qualified or any other job classification  
prohibit helper: This contract they  
have to give a helper, won't pull the  
helper off the job because of overtime:

Helper will stay with truck assigned to:

3 Road Driver: 1, drop  
3rd trip:

ADDENDUM

This Addendum is hereby attached to and becomes part of the Master Agreement between hereinafter referred to as the Employer and Local Union 212 and 470, etc., affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America (hereinafter called Union), agree to be bound by the terms and provisions of this Agreement, to specifically cover Sleeper Operations.

A. Two Man Operation

The following rate of pay shall prevail for the two-man operation:

Section 1. Effective	1963	12 Copsper mile ?
Effective	1964	per mile

B. Pick & Delivery

The rate of pay for each delivery and/or pick-up shall be set as follows:

First Drop or Pick-up	\$10.00 ?
Second drop or Pick-up	10.00

For each delivery or pick-up thereafter the team will receive \$10.00 for a period not to exceed 2 hours on any one delivery. All time spent in excess of 2 hours shall be paid for at the appropriate hourly rate for each driver.

C. Hourly Rates of Pay

Effective <u>Jan 1</u> 1963	2.90 per hour
Effective <u>Jan 21</u> 1963	3.00 per hour
Effective <u>      </u> 1964	3.13 per hour

D.

There shall be no two-man operation on runs less than 300 miles with a 600 mile round trip unless other wise agreed to.

E. Sleeper cab operations shall be between designated points with a designated home terminal.

F. Lay-Over - The lay-over provision of this Agreement shall apply at only one away-from-home point, and all time spent at all other points touched on a round trip from the home terminal, exclusive of seal time, is to be paid for at the full hourly rate to each man. The lay-over provision of this agreement is to be applicable at such away-from-home points the first time reached on a round trip away from the home terminal. Upon the second or subsequent



arrival at such away-from-home point prior to return to the home terminal, all time shall be paid for both men, and the lay-over provision shall not apply.

It shall not be considered a violation of the lay-over clause for a driver to take less than a statutory 8 hour rest period.

Bedding and fresh linens for sleeper cabs to be furnished and maintained by the Employer.

Effective \_\_\_\_\_, sleeper cabs on all new equipment must be provided with air-conditioning or a mechanical cooling system and heating appliances. In the event of mechanical failure of such air-conditioning and heating appliances, repairs shall be made at the point of destination if normal repair facilities are there available, or, if not, at the home terminal. A Joint Committee shall study this problem and report within one year.

Where driver teams are once established it is understood that they are not to be separated unless mutually agreed to by the company, the Union, and the driver team involved, except in case of emergency or reduction in force.

#### B. Seniority and Posting

1. Any driver wishing to go on as part of a sleeper team must bid for the job on a seniority basis, for a minimum period of one (1) year.

2. Following the fulfillment of the sleeper-team requirements, there shall be TWO SENIORITY BOARDS ESTABLISHED, ONE FOR SLEEPER TEAMS, AND THE OTHER FOR SINGLE DRIVERS.

3. Once these boards are established, there will be NO BUMP into either list at the driver's will.

Note: If a sleeper-driver wishes to go on single operations, he will go to the bottom of the single driver's seniority list, until the remaining balance of the driver's year has expired. If a single driver wishes to go on as part of a sleeper team, he must go to the bottom of the list if the opening exists.

There are two (2) exceptions.

- a. The oldest driver of the sleeper team will establish the seniority determination of the team as the two lists are being made up.
- b. The vacancy created by a driver of the sleeper team who chooses to swing over to the single driver's list (at the bottom), may be filled by another driver if the teams do not wish to split up.

It goes without saying, that this system will be declared void if the plant reduces the number of driver employees.

Should there be no work available for sleeper driver because of lack of work or breakdowns, sleeper drivers shall be allowed to exercise their seniority to jump into the single driver's list after one week lay-off.

Handy

May 1, 1963 - \$2.90  
" " 1964 3.13

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May 1, 1963 3.00  
" " 1964 3.13

Mileage - May 1, 63 - 11.25

Gunaten - Sleep team one  
gear. 25.00 Phil: per unit when  
worked ~~at night or any day~~ any day  
of driving and unit.

Delay time \$1.95 for seat driver

150 min - 2000000  
5 hr - 500 per each driver

48 - hours per at straight  
line

2 days - time 13% of hourly  
rate divided by 2

\$ 2.17.00 per unit - per driver

2.90  
48  
23.20  
1960  
73.920

25.00  
11  
25.00  
25.00

2 275.00

1 37.50  
1 72.50

2 1040.9

\$ 139.20  
137.50

\$ 276.70

290  
50

2 145.00  
72.50

72.50

1219.50

150 mil

1000 200 900 200 1100 =

1 150M Shaper

2 turning of employee for each driver

3 Man wdy mucky per 48 hrs

4 delay 130 to 140, rate 2

Sum 3 65 Start of Shaper

2500.00 ~~130.000~~ miles

2500 mile bar. per unit of work

Single Driver 40 hrs = 8

48 hrs pay

130 to 140

9.25

11.14

8.31 64

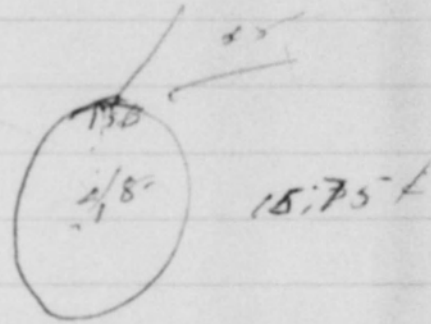
5.16

5.169

5.16

11.4

11.14



2500 MIN WK

40 - 8 Single IF Shaper

work's

IN

SINGH AREA



Gov. of 40 have note for all  
local men

80% of all reg. army & navy  
will be gov. 40 have of note or  
pay

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1st drop ~~extra~~ more 150 mi.

If drop under 150 mi. 40 have  
pay. provision for ins. & applie.

1



\*

May 1, 1963 11.00

May 1, 1964 11.25

11.25 - Aug, 1967

\$ 2.70 - aty	\$ 2.70 - local
<del>2.80</del> - <del>line</del>	3.12 - May 1, 1964

\$ 2.80	May 1, 63	2.00
	May 1, 64	3.12

miles

52 -

2500

1000

4000

*corrected*

ARTICLE 22 - OVER-THE-ROAD OPERATIONS

*No*  
For purposes of this agreement, over-the-road operations shall be construed to mean delivery and/or pick-up of goods for employer beyond a 150 mile radius (plus or minus 10%) of point of departure from either Employer's operation at Pier 179, Philadelphia, Pennsylvania.

SECTION 1. COMPENSATION

Drivers on over-the-road trips as defined above shall be compensated on a mileage plus delivery and/or pick-up basis as follows:

<u>a. Mileage Basis</u>	<u>Per Mile Rate</u>		
Effective Date	1-1-63	1-1-64	1-1-65
Sleeper Teams	\$1.11	\$1.125	\$1.150

*Proper*  
Mileage to closest calculated point to be taken from Household Goods Carrier's Bureau book then by speedometer reading or tachograph to destination of delivery or pick-up. Where a grievance involving mileage arises which cannot be settled otherwise, the Employer and Union shall jointly log the mileage. Once the mileage is logged, it shall be applied to all future runs directly operated over that same route between the two points.

Sleeper teams will, in addition to the mileage rate, be paid \$2.00 for hookup and \$8.00 per house unit delivered. *not to exceed 2 hrs*  
*\$2.00 for second delivery*

No compensation other than the per mile rate will be allowed for delivery of backorders. *plus time for unloading or loading*

SECTION 2. DELAY EN ROUTE OR AT POINT OF DESTINATION

When a driver or team is delayed for ~~two~~ *one* hours and anticipates being delayed longer, the driver shall contact his Employer, or designated Employer Representative, if so instructed, at the earliest opportunity, make known the circumstances and request further instructions.

When the delay is due to weather conditions, impassable highways, equipment problems, waiting for customer or other justifiable reason through no fault of his own, he will be paid for such time beyond the initial two hours up to a total of ten (10) hours

In any twenty-four (24) hour period on the following basis:

Sleeper Team: <sup>lowest</sup> 100% of the prevailing straight time ~~base~~ driver hourly rate  
A10 divided equally. *Each team will be paid*

Immediately on return, driver must complete proper claim forms for such time  
and present them to Employer.

SECTION 3. SLEEPER TRIPS

*A10* No trip or load will be considered a sleeper load unless said trip is beyond  
a 150 mile radius (plus or minus 10%). *except*

ARTICLE 24 - ALL DRIVERS

(replaces Owner Operators which does not apply)

SECTION 1. DRIVER'S LOGS AND TIME SHEETS

a. Drivers' logs as required by the Interstate Commerce Commission must be maintained in the manner prescribed by the ICC by all drivers.

b. The Employer may require drivers to keep time sheets showing arrivals and departures for deliveries and/or pick-ups and intermediate stops, cause and duration of all delays and time spent loading and unloading and preparing and getting signatures on required forms.

SECTION 2. ICC VIOLATIONS

If a driver knowingly violates ICC regulations and a fine results for the company, *he* may be held liable for the Employer's out-of-pocket expenses. *Also with rule make Company rule.*

SECTION 3. DRIVER SENIORITY

Two driver classifications shall exist, one for single drivers and one for sleeper teams.

There can be no bumping into either list at the driver's will.

A single driver wishing to go on as part of a sleeper team will make such known to the Employer and his name placed on a waiting list. When an opening occurs, the highest seniority single driver on the waiting list will be given the first opportunity.

If a sleeper driver wishes to change to a single driver, he will go to the bottom of the single driver's seniority list and a single driver going on as part of a sleeper team must go to the bottom of the sleeper team seniority list with the following two (2) exceptions:

1. The longest service driver of the sleeper team will establish the seniority determination of the team.

2. The vacancy created by a driver of a sleeper team who chooses to swing over to the single driver's list (at the bottom) may be filled directly by a single driver if the other teams do not wish to split up.



*with 8-10-1961*

Drivers electing to be part of a sleeper team are on assignment for a one (1) year period. If schedules are such that Sleeper Teams do not have steady sleeper runs and there is enough single driver work to keep everyone busy, they shall be assigned to shorter trips. If there is not sufficient work in the single driver category to keep everyone busy, sleeper drivers may temporarily displace the lowest seniority single drivers after one (1) week without work providing their seniority is greater.

*Chap* Top seniority as referred to regarding earning potential, means a senior driver *Team* in his classification should have the opportunity to earn the most money. If the ~~judg-~~  
~~ment of the company is to be challenged, then a review of the past thirty (30) days~~  
~~experience will be used for analysis purposes.~~ *Seniority & earning opportunity*  
*over 30 days period*

#### SECTION 4. VEHICLE ASSIGNMENTS

Each driver or team is assigned a vehicle on a permanent basis. If the assigned vehicle is not operating due to mechanical breakdown or servicing, a spare vehicle is to be used. If no spare vehicle is available, the trip is lost. After ~~two successive~~ *4 or more* trips are lost, seniority within the classification is to prevail. *the employees will handle a broken truck or pay*  
There is to be no bumping of lower seniority men by taking their assigned vehicles from them except in the above case.

#### SECTION 5. MISCELLANEOUS

- a. Drivers shall use the route directed by Employer
- all sleep driver teams*  
*all day teams*  
b. ~~On over-the-road~~ driver's starting time shall be as scheduled by Employer. An ~~over-the-road~~ driver who reports for work as scheduled by Employer, unless ~~he~~ *they* has been notified not to do so, shall be afforded eight (8) hours work with pay ~~on four (4) hours~~ *at* ~~pay without~~ at the prevailing straight time ~~truck driver~~ rate.
- c. All truck drivers as a requisite for employment must maintain a telephone at their place of residence and advise the employer promptly of any changes in address or phone number whether temporary or permanent.

5  
No  
d. Vacations

Vacations shall be paid in accordance with past practice.

IN WITNESS WHEREOF, we have hereunto set out hands and seals this  
day of \_\_\_\_\_, 1963.

HILCO HOMES, INC.

By \_\_\_\_\_

MADWAY MAIN LINE HOMES INC.

By \_\_\_\_\_

International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen & Helpers Of  
America

LOCAL 312

By \_\_\_\_\_

LOCAL 470

By \_\_\_\_\_

H + W - Pension

M. Vacation - Sleeper

Employers who qualify for vacations in accordance with Article of the Master Agreement shall receive their vacations predicated on 1/32 of each sleeper driver's average annual earnings but in any event not less than 60 hours per week of vacation earned.

I. Owner-Operators

UNION PROPOSES CENTRAL STATES AREA OVER-THE-ROAD MOTOR FREIGHT AGREEMENT. ARTICLE 32 OWNER-OPERATORS LANGUAGE.

THE UNIONS RESERVE THE RIGHT TO ADD TO, DELETE, MODIFY, AMEND OR CHANGE THIS PROPOSAL DURING THE COURSE OF CONTRACT NEGOTIATIONS.

OVER-THE-ROAD NEGOTIATIONS

ARTICLE 1. SLEEPER CAB OPERATIONS

Section 1. Limitations, Protection of Single Man Runs

(a) Sleeper cab operations shall be between designated terminals with a designated home terminal. An Employer shall not operate sleeper cabs over the same route where he has established relay runs or through runs, except to move an unusual or overflow of freight and in such event drivers employed on relay runs or through runs shall have full guaranteed preference unless otherwise agreed to, and sleeper cab drivers shall be compensated either by the mileage rate or hourly rate for all time spent on such relay route.

A company shall not distribute freight on a multi-trailer basis on any sleeper cab dispatch to avoid the operation of through or turnaround runs or short line or peddle runs.

There shall be no deliberate runaround payment as a subterfuge for running around leg, relay or through runs.

Mileage Restrictions

(b) There shall be no two (2) man operation on runs of less than five hundred (500) outbound miles with a thousand (1,000) mile round trip, unless otherwise previously agreed to, or agreed to in the future. Within the five hundred (500) mile limitation the drivers shall be permitted to drop or pick up trailers, provided the route is not a circuitous route.

Definition.

(c) A sleeper cab trip is exactly as is defined in Section 1 (a) and (b) of this Article. During such sleeper cab trip there may be a pick up or drop of freight as permitted under this Supplemental Agreement.



Mutual Agreement:

(d) The above may be changed by mutual agreement, taking past practice into consideration, subject to approval of the Joint Western Committee.

Section 2. Hours of Dispatch (Home Terminal)

Drivers who are off duty in the home terminal shall be notified between the hours of 4 P.M. and 6 P.M. if they are to be expected to report for work between the hours of 7 P.M. and 7 A.M., and provided further that the drivers who are off duty in the home terminal before 5 P.M. on Saturday who are called to work prior to 12 midnight Sunday shall be given not less than six (6) hours notice when ordered to report for duty. Above schedule can be changed only by mutual agreement between Local Union and Employer.

Drivers shall not be compelled to report for work at the home terminal until they have had ten (10) hours off-duty time.

The notification required by this Section, shall state an approximate time of departure with a two (2) hour leeway. After having been so notified, one notification to change or cancel the departure time can be given, except when an emergency exists, in which event a notification of the cancellation can be given. After the emergency passes, normal dispatch procedure shall be resumed.

In the event a notified team, not properly cancelled, reports as notified and is not dispatched, the drivers shall each receive four (4) hours call-in time if not put to work, or pay for all time spent after reporting and shall retain their position on the board. This shall not modify the weekend call provisions of the contract and shall not be employed as a subterfuge to avoid the intent of such provisions.

The mentioned six (6) hours notice on weekends shall not be in addition to the ten (10) hour provision.

In the event a trip becomes available in excess of the number required to protect notified drivers, both drivers on the next team to run shall be called up to 12 o'clock midnight. If by midnight such first team refuses or is unavailable, the trip shall be offered to the next teams in order of their standing on the board. No driver teams may or shall be separated for the purpose of such trips, except in case of illness.

Any teams passed in keeping with the above, shall retain their position on the dispatch board. The last team having ten (10) hours rest to which such trip is offered, shall be required to take the trip if no other team above it takes the trip.

Section 3. General Dispatch Rules.

(a) When sleeper teams are dispatched from home terminal to a break point where other sleeper cab teams of the Employer break or are domiciled, they shall be placed on a separate rotating board consisting of all away-from-home teams. They shall be dispatched back to their home terminal in the order of their arrival at the break point; provided, however, that if a load destined for the team's home terminal is not available within four (4) hours after the team's arrival in the away-from-home terminal or break point, said team may be dispatched to a terminal other than its own. Upon arrival at the second designated terminal or break point, the team shall be placed on the rotating board of all away-from-home drivers and may be dispatched back to their home terminal or to the terminal or break point to which they were first dispatched. It is understood that a team of

drivers may be subject to only two such irregular dispatches in a single tour of duty.

Sleeper cab drivers dispatched to final destination of freight shall be placed on a rotating board at such destination point and shall have preference for dispatch on loads to home terminal if such loads are available. If no loads to the home terminal are available such drivers shall be dispatched to points in the general direction of their home terminal off of the rotating board.

**Section 4. Run-around Penalty**

Time lost when a team of drivers is not dispatched in proper order under agreed upon dispatching rules between the Employer and the Local Union shall be paid at the hourly rate from time they should have been dispatched until actual time of departure, provided such time lost is through the fault of the Employer. Such pay shall not be in excess of the amount lost because of such runaround.

**Section 5. Driver Teams.**

Once driver teams are established it is understood that they are not to be separated unless mutually agreed to by the company, the union, and the driver team involved, except in case of emergency or reduction in force.

Only two (2) men shall be permitted in sleeper cab equipment at any one time except in case of emergency, an Act of God, or where new type equipment is put into operation. In no event, shall a master driver be in the cab in addition to the two (2) regular drivers, for more than three hundred (300) miles and then only if requested by a majority of the regular drivers or by agreement of the team involved.

clause for a driver to take less than statutory eight (8) hour rest period.

Section 12. Obnoxious Cargo.

Any employee physically handling hides, creosoted items or lamp black will receive One Dollar (\$1.00) per day in addition to his regular pay. Such employee shall be furnished such safety equipment as necessary, including but not limited to, goggles, gloves, masks, aprons, etc. Disputes arising from the application of this provision shall be submitted to the grievance procedure of this Agreement.



EQUIPMENT OUT OF SERVICE

In the event that the truck is out of service at a break point or home terminal because of major repairs requiring the equipment to be out of service twenty-four (24) hours or longer, the drivers affected shall be afforded earning opportunity or go on breakdown pay as set forth in the Agreement. If such out-of-service delay occurs at a layover point the driver shall receive the breakdown pay in addition to all layover pay to which he would be entitled.

overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for at the regular applicable hourly rate in this Agreement.

**Section 9. Layover Pay.**

In the event a driver is required to take a rest period during any one (1) round trip, away from his home terminal, the driver shall be compensated for layover time as follows:

**Furnished Transportation**

(a) The Employer shall furnish transportation to and from the nearest public transportation at away-from-home terminal, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where driver is allowed to use tractor for transportation.

**Section 10. Layover Points.**

The layover provisions in Article 4, Section 10, of this Agreement, shall apply at only one (1) away-from-home terminal, and all time spent at all other points touched on a round trip from the home terminal, exclusive of meal time, is to be paid for at the full hourly rate to each man. The layover provision of this Agreement is to be applicable at such away-from-home terminal the first time reached on a round trip away from the home terminal and such layover point shall be designated on the driver's original orders prior to dispatch from point of origin and shall remain the same whether or not the drivers touch that point.

Upon the second or subsequent arrival at such away-from-home terminal prior to return to the home terminal, all time shall be paid for to both men, and the layover provision shall not apply.

It shall not be considered a violation of the layover

classes for a driver to take less than statutory eight (8) hour rest period.

**Section 12. Obnoxious Cargo.**

Any employee physically handling hides, creosoted items or lamp black will receive One Dollar (\$1.00) per day in addition to his regular pay. Such employee shall be furnished such safety equipment as necessary, including but not limited to, goggles, gloves, masks, aprons, etc. Disputes arising from the application of this provision shall be submitted to the grievance procedure of this Agreement.

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